

Adm. Office 02-0013
08-00 1-1-73
12-31-73

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT made this 26 day of June, 1973
by and between the Judges of the County Court of Gloucester
County, New Jersey and their successors (hereinafter called or
referred to as the Judges) and the Gloucester County Probation
Officers Association (hereinafter referred to as the Association)

1. The Judges hereby recognize the Association pursuant to
Chapter 303 (New Jersey Employer-Employee Relations Act) as the
sole and exclusive representative of the Probation Officers, Senior
Probation Officers and the Principal II Probation Officers of the
Gloucester County Probation Department to negotiate matters relating
to salaries and working conditions for employees in those titles, as
fall within the purview of the Judges pursuant to R.S. 2A: 168-1, et seq.
Representatives of the Association are Senior Probation Officer Raymond
Decker, Probation Officers Barry Mulhall and Julith DeMuro.

2. Effective January 1, 1973, the annual rates of pay for all
Probation Officers, Senior Probation Officers and Principal II
Probation Officers, to be promulgated by Order of the said Judges,
pursuant to R.S. 2A 168-8 will be as follows:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$ 8,124	\$ 10,560
Senior Probation Officer	8,957	11,645
Prin. II Probation Officer	10,369	13,477

(a) There will be five(5) steps in increments or \$487 for
Probation Officers; \$537 for Senior Probation Officers and \$621
for Principal II Probation Officers, respectively.

(b) All Probation Officers, Senior Probation Officers, and Principal Probation Officers presently employed with the Gloucester County Probation Department shall be paid for the term of this contract in accordance with Schedule "A" which is annexed hereto and made a part of.

(c) Effective January 1, 1973 and at each subsequent anniversary each Probation Officer in the aforementioned titles who has not reached his maximum salary, shall be entitled to and receive a pay increase based upon the amount of his or her annual increment until the maximum salary is achieved. Such increments shall be awarded on the recommendation of the Chief Probation Officer, based upon satisfactory service performed during the preceding year. But, in view of the fact that increments are given on the first of each calendar year, provisional employees must have at least six (6) months satisfactory service during the preceding year and employees hired from the Civil Service list must have satisfactorily served for three (3) months and have become permanent employees before January 1st date or no merit increment can be given.

(d) In the event that any employee shall, during the course of any given year, be promoted to a "higher classification" his salary shall be adjusted to that step in the "Promoted Classification" above the salary now being received. Promotions during any given year, requiring a salary adjustment, shall be prorated for the balance of the year.

(e) All salaries enumerated in Schedule "A" shall be paid effective, nunc-pro-tunc as of January 1, 1973.

f. In addition to the increment step enumerated in paragraph two(2), all Probation Officers for the period commencing January 1, 1974 through December 31, 1974 shall have their salary adjusted in accordance with the cost of living index published by the United States Department of Labor, Bureau of Labor Statistics, compiled for Philadelphia S.M.S.A. as of November, 1973.

3. (a) Each Officer who is listed in the aforelisted titles, who is required to utilize his personal vehicle for required work in the field shall be paid mileage at the rate of 12¢ per mile, plus any differential between insurance for the personal use of the car and insurance for the use in their required work for the county.

(b) All Probation Officers required to work through and/or after the dinner hour will be reimbursed for "dinner expense". (up to \$2.50).

(c) All employees shall be entitled to reimbursement for any and all clothing damaged while in the course of duty.

4. Due to the statutory requirements of their positions, Probation Officers may be required to remain on duty beyond the hours when the County and Superior Courts and the Probation Office are officially open. In recognition of these extended duty assignments the Chief Probation Officer is authorized to provide compensatory time off for those officers effected. Such leave shall be granted when it will least effect schedules for the Court and the Probation Department. In the event schedules do not permit use of the entire compensable time to be used in any one year it can be carried over to the following year.

5. Other Provisions:

(a) The Rules, Regulations regarding attendance, Annual Vacation, Sick Leave, Disability, and Military Leaves as well as Holidays(including any and all other holidays which may be granted during the

course of any given year by the Gloucester County Board of Freeholders, or at the direction of the Court, shall be governed in accordance with the handbook of the Gloucester County Board of Freeholders establishing such regulations dated July 17, 1958.

b. All other benefits such as Blue Cross, Blue Shield, Rider-J, et al, given all employees of the County of Gloucester including those of the Probation Department are included herein by reference.

6. Grievance procedure will be as follows:

a. The Association will designate one representative to deal with the Chief Probation Officer in handling of any complaint or grievance.

b. Each such complaint or grievance submitted to the Chief Probation Officer shall be in writing and signed by the aggrieved officer. The Chief Probation Officer and the Association representative shall attempt to adjust the matter satisfactorily as promptly as possible, but no later than two(2) weeks from the date the written notice is received by the Chief Probation Officer.

c. If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following options for a final determination of the grievance, as follows:

1. He may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency;

2. He may appeal to the Senior County Court Judge, in which case the complaint or grievance shall be put in writing and the decision of the Judge shall be rendered with reasonable promptness.

1. If the complaint or grievance of any individual probation officer relates to the interpretation and application of the provisions of this contract and the complaint is not otherwise provided by law, rule or regulation, then the probation officer may request settlement by arbitration, as follows:

1. An impartial arbitration or hearing officer shall be selected by agreement of both parties.

2. If the parties cannot agree upon an arbitrator one shall be selected in accordance with the conventionally accepted and usual rules and procedure of recognized public or private arbitration agencies;

3. The decision of the arbitrator shall be final and binding on both parties.

4. The cost of arbitration shall be born equally by both parties.

7. Notwithstanding that as of January 1, 1975 an agreement has not been reached in regard to matters relating to salaries and working conditions between the parties, all Probation Officers, upon the recommendation of the Chief Probation Officer, based upon satisfactory service performed during the proceeding year, shall be awarded the next annual increment.

8. All provisions of this Agreement are to be retroactive to January 1, 1973 and shall remain in effect through December 31, 1974.

IN WITNESS WHEREOF, the parties hereto have hereunto set their
respective hands and seals this 2-6 day of June, 1973.

FOR THE JUDGES

William B. Kramer
WILLIAM B. KRAMER

Edward Klaisz Jr.
EDWARD KLAISZ, JR.

Ernest L. Alvino
ERNEST L. ALVINO

Paul F. Cunard
PAUL F. CUNARD

FOR THE ASSOCIATION

Raymond C. Decker
RAYMOND C. DECKER

Barry Mulhall
BARRY MULHALL

Judith DeMuro
JUDITH DEMURO

A TRUE COPY.

Joseph J. Hoffman

GLOUCESTER COUNTY CLERK

Mari B. Lawrence
Deputy Clerk

ADDENDUM "A"

<u>Principal II Probation Officers:</u>	<u>1973 Salary</u>	<u>1973 Step</u>	<u>1974 Step</u>
Sullivan	\$ 13,092	2	3
Elphes	12,493	2	3
<u>Senior Probation Officers</u>			
Decker	11,358	3	4
Sauselen	11,906	3	4
Green	12,260	resigned	
<u>Probation Officers</u>			
Anspach	10,756	3	4
Marshall	10,756	3	4
Stetser	10,756	3	4
Moore	10,208	2	3
Teno	10,208	resigned	
DeBellis	10,208	2	3
Parker	10,208	2	3
DeMura*	9,659	2	3
Mulhall	9,021	1	2
Banff	9,021	1	2
Chila	9,021	1	2
Lynch	9,021	1	2
Wion	8,124	Minimum	1
Hess	8,124	Minimum	1

* This employee did not get full first year increment differential due to question as to when in fact her entitlement period began, thereby effecting a lower gross salary as of "Step 2 Probation Officer".